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REGISTRATION SECTION

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D. C.

Form FA-11

REGISTRATION No. 1648

AMENDMENT

TO SUPPLEMENTAL REGISTRATION [X] EXEMPTION [] STATEMENT
(Indicate which)

NUMBER _____ FILED _____

Pursuant to the Foreign Agents
Registration Act of 1938 as Amended

Name of registrant (or agent) SONTHEIMER AND COMPANY, INC. (Registration No. 1648)

Name of foreign principal THE NETHERLANDS ANTILLES

The answers to the items of the above-mentioned statement listed below are hereby amended to read as follows:

(Insert proper item numbers)

Item No. 6 Information set forth in Supplemental Registration Statement for the six months period ending July 19, 1965 is hereby incorporated by reference. Commencing August 1, 1961, and ^{as} of this date, the name and principal address of the new and additional foreign principal is as follows: The Netherlands Antilles, Curacao, Netherlands Antilles.

Item No. 7 Information set forth in Supplemental Registration Statement for the six months period ending July 19, 1965 is hereby incorporated by reference. Company is engaged as public relations counsel in the United States for the purpose of promoting tourism in the Islands of St. Maarten, St. Eustatius, Saba and Bonaire.

Item No. _____

Item No. _____

Item No. _____

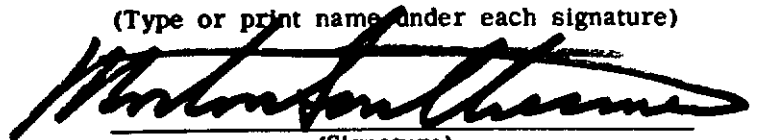
(If additional items are to be amended, insert additional pages as needed)

Exhibits.--The following additional or amended exhibits are attached hereto as a part of this amendment (list exhibits attached) Exhibit B and Exhibit C.

NOTE.--The amendment will not be accepted for filing unless both copies are signed and sworn to as required below.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment to the supplemental statement mentioned above and the attached exhibits, that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of information contained in any Exhibit A filed here-with insofar as such information is not within his (their) personal knowledge.

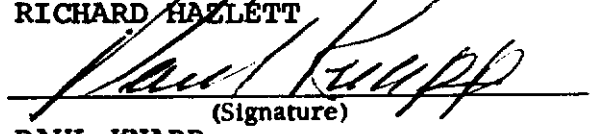
(Type or print name under each signature)



(Signature)
MORTON SONTHEIMER



(Signature)
RICHARD HAZLETT



(Signature)
PAUL KNAPP

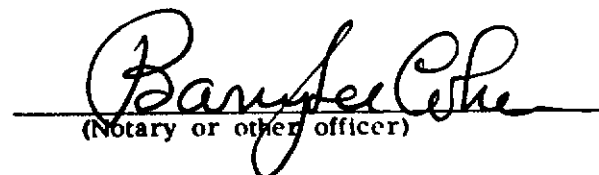
(Signature)

(Signature)

(If the agent is a partnership, corporation, association, or other combination of individuals, this amendment shall be signed and sworn to before a notary public, or other officer authorized to administer oaths, by a majority of those partners, officers, directors, or persons performing similar functions who are in the United States. If no such person is in the United States, the amendment shall be signed and sworn to by the duly authorized representative of the agent.)

Subscribed and sworn to before me at New York, New York
this 31st day of August, 1965.

NOTARY PUBLIC
New York
Notary Public
Qualified in New York County
Commission expires March 30, 1966


(Notary or other officer)

My commission expires Mar 30, 1966

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D. C.

REGISTRATION No. 1648

EXHIBIT C

TO REGISTRATION STATEMENTS

Under the Foreign Agents Registration Act of 1938, As Amended

Registration No. 1648

Furnish this exhibit for each FOREIGN PRINCIPAL of the Registrant.

THIS EXHIBIT WILL NOT BE ACCEPTED FOR FILING UNLESS IT IS REASONABLY COMPLETE AND ACCURATE.

1. Name and address of Registrant.

SONTHEIMER AND COMPANY, INC., 1 Rockefeller Plaza, New York, New York

2. (a) Name of Foreign Principal.

THE NETHERLANDS ANTILLES

(b) Principal address of Foreign Principal.

Curacao, Netherlands Antilles

3. If the Foreign Principal is a foreign government, state the following:

Branch or agency thereof represented
by Registrant

Department of Social and Economic
Affairs

Name and title of official with
whom Registrant deals

Henk Moerman, Director

4. If the Foreign Principal is an individual (natural person), state - not applicable

(a) All present business and residence addresses not given under item 2(b).

(b) Citizenship or nationality:

(c) If an officer, employee, or agent of a foreign government, foreign political party, or any official or agency thereof, state -

Name of such government,
political party, official, or
agency

Nature of Foreign Principal's
office, employment, or
agency

Nature of any subsidy
or other financial
arrangement

5. If the Foreign Principal is not an individual (natural person) or a foreign government, state the following:

(a) Type of Foreign Principal's organization. not applicable

Committee _____ Voluntary group _____ Association _____

Partnership _____ Corporation _____ Foreign Political Party _____

Other (specify) _____

(b) Date and place of organization. not applicable

TERMINATED

SEE supplement 5/24/69

(c) All partners, officers, directors, and similar officials of the Foreign Principal. **not applicable**

Name and address of official

Position, office or nature of duties

(d) List, if any, all of the Foreign Principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere. **not applicable**

*Name and address of branch, unit
group, or organization*

*Nature of connection with foreign
principal*

(e) Branch or group, if any, represented by Registrant. **not applicable**

6. If the Foreign Principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of supervision,
direction or control*

not applicable

7. If the Foreign Principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of such financing
or subsidization*

not applicable

8. If the Foreign Principal is not a foreign government, state nature of all its businesses, occupations or functions: **not applicable**

B. Cohen

REGISTRATION No. 1648

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EXHIBIT B

REGISTRATION DIVISION

Contract dated as of August 1, 1965 for Public Relations services between Sontheimer and Company, Inc., (hereinafter called the Company) and the Netherlands Antilles Government (hereinafter called the Government) with respect to the Netherlands Antilles Windward Islands - St. Maarten, St. Eustatius, Saba- and Bonaire (hereinafter called the Islands), as follows:

- I. This contract shall run for one year from August 1, 1965 and thereafter from year to year subject to termination on July 31, of any subsequent year by either side giving the other three months' prior notice in writing.
- II. A. The Company's activities with regard to the Islands shall be as set forth in the document entitled A PUBLIC RELATIONS PROPOSAL FOR ST. MAARTEN AND BONAIRE submitted by the Company under the date of July 2, 1965.
B. The Company shall not be required to perform services of a political or lobbying nature, or the duties of an advertising agency per se; nor shall the Company as part of its public relations function be required to deal directly with travel agents, hotel representatives or airlines or otherwise perform the functions of a tourist office except as provided in Paragraph IX of this contract; nor shall the Company be required to pay for advertising or pay any of the expenses of press representatives or persons other than members of the Company visiting the Islands.
C. Payments under Article VIII herein cover the following: Salaries and fringe benefits of Company employees working on behalf of the Islands, taxes, photographic supplies, photographic laboratory costs, cost of telephones, cables, telegrams, postage and mailings, freight and air cargo, and messenger service required for the public relations activity within and between the United States and Puerto Rico, cost of mailings to the Islands, press clippings,
- subscriptions,-

subscriptions, reference books, entertaining, rents and utilities and other overhead items, local transportation in New York and Puerto Rico for staff members, and travel expenses not otherwise provided for, of staff members to and from and on the Islands.

III. The Company shall, at cost plus a 15 per cent overhead charge, in addition to the moneys provided elsewhere by this contract, produce travel literature and/or motion pictures for the Islands.

IV. The Company shall be reimbursed additionally for any travel required of staff members other than between the United States and St. Maarten or Bonaire; or Puerto Rico and St. Maarten or Bonaire.

V. The Government will see to it that complimentary hotel accommodations are arranged including meals for members of the Company in the Islands on business under this contract, that transportation for them on the Islands is provided and will use its best efforts with carriers to obtain complimentary (or reimbursed) transportation for them to and from the Islands.

VI. The Government will do its best to expand the public relations program by endeavoring to obtain the same concessions for press visitors and others who can be helpful to the Islands; and will have the islands do their best in this respect, and the Company will try to induce the proper persons to take advantage of such concessions.

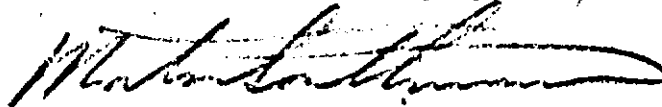
VII. A. The Government and the Islands will keep the Company informed of developments affecting tourism in the Islands, will supply all available statistics and will provide office space and secretarial services for members of the Company working in the Islands,

B. The Company will report to the Government on its activities under this contract at least monthly in triplicate and will supply evidence of results obtained.

- VIII. A. For the public relations activities described herein the Government will pay the Company \$ 30,000 a year as follows: \$ 5,000 on signing this contract and \$ 2272.72 the first of each month thereafter until July 1 when the balance of \$ 2272.80 shall be due. On August 1 of the following year the same schedule of payments shall be instituted unless the contract is canceled or changed.
- B. The full \$ 30,000 for each year of the contract shall be deposited in or guaranteed by a New York bank on the signing of this contract and be used solely for the Company to draw upon for payments hereunder.
- IX. A. If the Government desires the Company to establish and operate offices of tourism for the Islands within the Company's New York and San Juan office suites, the Company agrees to do so for an additional charge of no more than \$ 12,000 a year payable as follows: \$ 2,000 as an advance payment and \$ 909.09 the first of each month thereafter until the end of the year. On the beginning of the following year the same schedule of payments shall be instituted unless the contract is canceled or changed. The Company will give an accounting of costs for the operation of the tourist offices.
- B. This \$ 12,000 shall be deposited in or guaranteed by a New York bank in advance and be used solely for the Company to draw upon for payments hereinunder.
- C. The Company will provide office space in New York and San Juan for this activity and pay for special telephones and directory listings in each city, provide storage space for literature and pay for all reasonable mailing and communications costs. Mass mailings to travel agents will be paid for by the Company so long as the activity is operating within the \$ 12,000 budget but mass mailing beyond that will be chargeable to the Government or whomever it obtains to finance this function.

- D. The Company will pay the salary and fringe benefits of a secretary to perform this function in its New York offices and will provide the part-time service of a secretary for the same function in its San Juan offices.
- E. The New York secretary will work with travel agents, hotel representatives and airlines to the extent that her time apart from her other duties with regard to the Islands will permit. No other member of the Company's staff shall be required to work with travel agents, hotel representatives and airlines.
- F. Pending agreement on the subject of a New York tourist office, the Company will provide a tourist office in San Juan without extra recompense.
- X. Any and all disputes or controversies arising out of this Agreement or its making, interpretation, performance, breach or alleged breach thereof, shall be submitted to the Supreme Court of the State of New York, in New York County, pursuant to the New York Simplified Procedure for Court Determination of Disputes. Service of process hereunder shall be deemed sufficient if sent by Registered Mail to the Company or the Government at their respective addresses.
- XI. No waiver in any one or more instances by either of the parties or any breach by the other party of any terms or provisions contained in this Agreement shall be considered a waiver of any succeeding or preceding breach.
- XII. This Agreement is complete and embraces the entire understanding between the Government and the Company; all prior agreements between the parties, oral or in writing, having been merged herein. This Agreement may not be changed or supplemented orally but only by a writing signed by both parties hereto. This Agreement is made in the State of New York applicable to contracts wholly to be performed therein.

For Sontheimer and Company, Inc.,



Title

President

Willemstad, July 26, 1965

For the Netherlands Antilles
Government